

General Conditions of Purchase of the Siemens Group in Austria (Issued December 2006)

1 Scope

- 1.1 These General Conditions of Purchase are applicable to all orders (supplies and services) of SIEMENS Aktiengesellschaft Österreich and its affiliated companies (hereinafter referred to as "Purchaser" or "SIEMENS")

2 PURCHASE ORDER

- 2.1 With acceptance of an order by Supplier ("Order") these general conditions of purchase become part of the contract. Only written and duly signed Orders shall be valid. Orders may also be placed via Electronic Data Interchange (EDI) provided that this was previously agreed upon SIEMENS and Supplier in writing. Modifications or amendments of the Order as well as verbal agreements shall only be binding if SIEMENS has confirmed them in writing.
- 2.2 The Supplier is only entitled to transfer Orders partially or completely (subcontracting) subject to prior receipt of the explicit consent of SIEMENS thereto.

3 PURCHASE ORDER CONFIRMATION, SUPPLIER'S GENERAL CONDITIONS OF BUSINESS

- 3.1 The acceptance of an Order must be immediately confirmed to SIEMENS. A corresponding acceptance may also be carried out via Electronic Data Interchange (EDI) provided that this was previously agreed upon SIEMENS and Supplier in writing. SIEMENS reserves the right to cancel the placed Order if the proper order confirmation has not been received by SIEMENS within a reasonable period of time, at the latest within two weeks from the date of the Order. Any such revocation shall be considered as timely if it was sent before Supplier's acceptance was received by SIEMENS.
- 3.2 In the event that the order confirmation deviates from the Order this must be clearly indicated, showing the respective deviations. SIEMENS shall only be bound to a deviation if it has explicitly agreed thereto in writing. An unconditional acceptance of the goods delivered by Supplier shall not be deemed as an acceptance of any such deviations.
- 3.3 The Supplier's general terms and conditions shall only be binding upon SIEMENS if it has accepted them in writing. A reference by SIEMENS to the Supplier's offer in its Order

does not indicate acceptance of the Supplier's standard terms and conditions.

General conditions of business or contract forms of the Supplier or third parties (e.g. subcontractors) enclosed in software products in writing or electronically are, in absence of a written acceptance thereof by SIEMENS, not binding upon SIEMENS. In particular, those terms shall not be even then be deemed accepted, if SIEMENS or third parties attributable to SIEMENS (e.g. employees, consultants, customers) set a conduct, that - pursuant to those terms - should lead to a conclusion of a contract, or if software license cards or software registration cards are returned to the Supplier.

4 DELIVERY DATE, PENALTY

- 4.1 The period of delivery / performance commences with the day the Order was placed by SIEMENS, provided the Order does not provide otherwise. If the Order does not contain a period of delivery / performance, Supplier shall deliver / render his services immediately. Deliveries are deemed to be on time if they are at the disposal of SIEMENS at the place of designation stated by SIEMENS ("Place of Designation") at the agreed date or time, deliveries including erection or installation as well as services however are only then deemed to be on time if they are accepted by SIEMENS at the agreed date or time. As soon as the Supplier becomes aware of any possible delays in delivery, he is obliged to inform SIEMENS immediately of the same and to obtain SIEMENS' decision as to how to proceed. In such a case, the period of delivery / performance shall only be extended if this was previously accepted by SIEMENS in writing.
- 4.2 In the event of delays in delivery, SIEMENS shall be entitled to charge a penalty amounting to 0,5 % of the total value of the respective Order for every commenced day of delay, but not exceeding a maximum of 10 % of the total value of the Order, without the necessity to prove an actual damage incurred and regardless of any fault of the Supplier. SIEMENS reserves the right to claim further damages exceeding the penalty. In case of a delay in delivery SIEMENS is entitled to cancel the contract after having granted an additional period of time of reasonable length.

- In case of a transaction for delivery by a fixed date it is not necessary to grant an extension of time. This is also applicable if SIEMENS has unconditionally accepted a delayed partial delivery at an earlier time. In case the day of delivery is of essence to SIEMENS and a belated delivery would be useless to SIEMENS (“time bargain”), it is not necessary to grant an extension of time. This shall also apply if SIEMENS had previously accepted a delayed partial delivery.
- 4.3 In case it can already be foreseen during the period of delivery / performance, that the Supplier can / will not completely deliver / perform until the agreed time / date, SIEMENS is entitled to take any actions required to prevent an imminent delay, while Supplier shall bear all additional costs hereby incurred.
- 4.4 In case of early delivery, SIEMENS reserves the right to charge the resulting additional expenses (such as but not limited to warehouse and insurance charges) to the Supplier, as well as to calculate the term of payment from the originally agreed-upon delivery date. Until the agreed time / date of delivery, SIEMENS shall only be acting / liable for damages as a custodian.
- 4.5 In case of bankruptcy / insolvency of the Supplier or a change of ownership with regard to the Supplier, SIEMENS shall – without prejudice to procedural consequences - be entitled to fully or partially cancel the Order. The Supplier is obliged to immediately
- 5 SHIPMENT, DELIVERY, TRANSFER OF RISK**
- 5.1 In case of deliveries including erection or installation, or in case of services to be rendered, the risk of loss, destruction or deterioration passes to SIEMENS on its acceptance of the delivery or service. In case of deliveries without erection or installation, that risk passes to SIEMENS on arrival of the goods at the Place of Designation. In case of deliveries to construction sites, the Supplier shall bear the risks and costs of unloading of the supplies This transfer of risk clause shall be applicable irrespective of any deviating Incoterms agreed upon.
- 5.2 Partial as well as over- and underdeliveries may only be carried out after written approval by SIEMENS. The delivery of supplies to the agreed delivery address shall be carried out during normal business hours if not provided in the Order otherwise.
- 5.3 Directions of SIEMENS with regard to mode of transport, choice of carrier and other forwarding instructions have to be complied with in any case. If SIEMENS does not give such directions, the Supplier shall use the most economic mode of transport. The Supplier shall be liable for any costs and damages incurred as a result of non-compliance with the stipulated shipment instructions. Additional costs for faster transport, which may be necessary for a delivery in time, shall be borne by the Supplier. In case the shipping documents are missing, incomplete or do not comply with the agreed payment instruments (e. g. letter of credit), especially if details of the Order which are to be reported back to SIEMENS are missing, SIEMENS reserves the right to refuse acceptance at the Supplier’s cost and risk.
- 5.4 All shipments shall include a delivery note clearly indicating their content, a complete order identification and – should the case arise – all necessary information with regard to export permit requirements (e. g. Export Control Classification Number (ECCN), export list number according to EC Dual Use Regulation or national law (AL-No., HS-Code) and entitlement to preferences (e. g. movement certificates, certificates of origin, country of origin, preferential country of origin). Additionally in case of intra-Community trade the Supplier is obliged to hand over to SIEMENS all the necessary data for Intrastat or equivalent, especially the eight-digit ICN-number, the net weight and the country of origin with regard to each position listed in the invoice.
- 5.5 Direct deliveries to customers of SIEMENS shall be made with neutral packing and shipping documents in the name of SIEMENS. The Supplier shall provide SIEMENS with a copy of these delivery notes.
- 5.6 Title to the delivered goods must not be retained by the Supplier and any clause with such an content shall be of no effect.
- 5.7 If it is explicitly agreed that the price for the goods shall not include packaging, the packaging shall be billed at cost and invoiced separately. Unless agreed otherwise, the full value of reusable packaging material, which SIEMENS returns to the Supplier, shall be credited. The Supplier shall be responsible for any costs and damages caused by improper packaging. When delivering dangerous goods, the relevant legal provisions and other official regulations must be complied with, especially the provisions concerning type and labeling of packaging and means of transport.
- 6 SUSPENSION, CANCELLATION**
- 6.1 SIEMENS is entitled to oblige the Supplier to suspend his fulfillment of the contract at any time. In case of a suspension lasting more than 3 months the Supplier has to present to SIEMENS in detail the costs resulting from the time of suspension exceeding these 3 months. The Supplier can only claim compensation for such proven costs. Compensation for the loss of profit is excluded. No damage can be claimed if the time of suspension is less than three months or in case of longer suspension for costs arising during the first three months.
- 6.2 SIEMENS is entitled to withdraw from the contract in whole or in part, regardless of any fault attributable to the Supplier. In such cases, the Supplier is only entitled to charge SIEMENS for those services or performances that can be proved to have been effected before the date of withdrawal. Compensation for loss of profit is excluded. If benefits are derived or could be derived from the withdrawal the compensation will be adjusted accordingly. Upon receipt of the notice of withdrawal from the contract, the Supplier has to undertake all efforts to minimize costs.
- 7 INVOICE, SET-OFF OF PAYMENTS**
- 7.1 The invoice shall be submitted to SIEMENS in duplicate under indication of all order details immediately after delivery of the goods or completion of the services to be rendered. Duplicate invoices shall be identified as such. The invoices have to be worded and structured in such a way to facilitate both comparison with the Order and invoice check-

- ing. Order number and Order data are to be indicated in the invoice. Time records confirmed by SIEMENS have to be attached to all invoices concerning services or installation works. The invoice concerning goods subject to an export limitation have to fulfill all labeling requirements for all necessary export licenses.
- 7.2 SIEMENS reserves the right to return all invoices unprocessed, which do not comply with its stipulations, in particular concerning the Order specification or VAT regulations. In such a case the invoice is considered as not yet made out.
- 7.3 The Supplier is not entitled to set off his claims based on the Order against SIEMENS' claims vis-à-vis him.
- 8 PAYMENT**
- 8.1 The time for payment of the invoice shall begin as soon as the delivery or services have been duly accepted by SIEMENS and the proper invoice has been received. In so far as the supplier must submit material tests, test protocols, quality assurance documents or other documentation, the delivery or service shall not be regarded as completed until such documentation has been received.
- 8.2 Unless agreed otherwise, payments shall be made at the option of SIEMENS either within 30 days less a 3 percent discount or within 90 days net. In the case of claimed defects or faults, SIEMENS may withhold payment until such matters have been duly settled. For the duration of the warranty period SIEMENS shall be entitled to withhold, without interest charge, up to 10 percent of the value of the order as security for guarantee claims. Payments made shall neither constitute an acknowledgement that the delivery or service has been made in due order nor that SIEMENS waives any of its rights. Upon the performance of the remittance order with its bank by the due date the payment is deemed to have been made in time. Bank charges of the receiving bank must be covered by the supplier.
- 8.3 SIEMENS shall have the right to set off its claims or those of its affiliated companies against the supplier's claims.
- 9 ACCEPTANCE, NOTICE OF DEFECTS, LIABILITY FOR DEFECTS, PRODUCT LIABILITY, INTELLECTUAL PROPERTY RIGHTS, QUALITY ASSURANCE**
- 9.1 The mere acceptance or temporary use of supplies or services, or payments made do not constitute an acceptance or a waiver of rights by SIEMENS. Acknowledgement receipts from the Goods-Receiving Department of SIEMENS shall not be considered a declaration by SIEMENS of the final acceptance of the delivered goods.
- 9.2 The acceptance of deliveries, as well as the inspection with regard to quantity or visible defects shall take place within a reasonable period of time after receipt of the products. Should random spot checks indicate that parts of the delivery do not comply with the requirements of SIEMENS or with customary industry standards, the whole delivery may be rejected. SIEMENS shall notify the Supplier of any defects SIEMENS has become aware of as soon as possible. The obligation of SIEMENS in accordance with Par. 377 of the Austrian Commercial Code ("UGB") to give prompt notice of a defect to Supplier is explicitly excluded.
- 9.3 The Supplier warrants the usage of the best appropriate and virgin materials, competent execution complying with the underlying technical drawings and specifications, expedient construction; and flawless installation. The warranty period amounts to two years. In case supplies are repaired or replaced or services fixed by the Supplier under the terms of warranty, this warranty period shall recommence for the complete share of supply. For supplies including erection or installation and for services the warranty period begins with their acceptance by SIEMENS; the warranty period for supplies without erection or installation begins with their arrival at the Place of Designation. In the case of latent defects it commences upon identification of such defects. In case of deliveries to locations, where SIEMENS fulfills orders outside its premises using the supplied goods, the guarantee period begins with the acceptance by the party from which SIEMENS has obtained the order. To secure this period a written notification by SIEMENS is sufficient. In any case and over the entire warranty period, the Supplier shall bear the burden of proof that the relevant defect did not exist at the time of delivery/acceptance/performance.
- 9.4 In case of engineering-, consultant-, software- and documentation- services provided, as well as in the case of manpower delegated by the Supplier, the Supplier shall over a period of two years accept the unrestricted warranty that all his specifications, statements as well as instructions are correct and complete.
- 9.5 SIEMENS also has the right of recourse against the Supplier pursuant to Par. 933b of the Austrian Civil Code, even if the end customer is not a consumer, but a merchant. The Supplier waives the right of objection based on the belated assertion of the right of recourse in accordance with Par. 933b lit. 2 of the Austrian Civil Code.
- 9.6 Subcontractors and suppliers of components to the Supplier are considered as "vicarious agents" of the Supplier according to Par. 1313a of the Austrian Civil Code.
- 9.7 At the option of SIEMENS, the Supplier shall either repair any defect at his expense at the Place of Destination or deliver non-defective products or render non-defective services to the Place of Destination within the period allotted. In any case SIEMENS is entitled to claim any and all damages incurred. The Supplier shall in any case reimburse SIEMENS for any inspection and testing costs, if defects have been identified thereby. In particular urgent cases, for example in order to avoid a delay on the part of SIEMENS or in case the Supplier delays the remedy to the defects, SIEMENS reserves the right, without prior notice, and notwithstanding the Supplier's liability arising from the warranty obligations, to purchase replacement goods from third parties at the expense of the Supplier or to repair the defective products (or to have them repaired) at the expense of the Supplier. SIEMENS shall be fully compensated for such repairs, even if such expenses are higher than would be charged if the Supplier had himself carried out the repairs. All rights or claims mentioned above shall at the earliest become statute-barred three years after notification of any defect by SIEMENS.

- 9.8 The Supplier shall indemnify SIEMENS for any patent, copyright, registered design or trademark dispute arising from the supplies and services, and shall warrant to SIEMENS the right of unrestricted use of the delivered goods or services. Notwithstanding other obligations, the Supplier shall indemnify and hold SIEMENS harmless with respect to all product liability claims raised against SIEMENS by third parties as a result of defects in the products delivered by him. In any case, the Supplier is obliged to reimburse SIEMENS all costs arising out of the defense against a claim (including any legal expenses) or resulting from any obligation to pay compensation. Furthermore, the Supplier shall be obliged to provide SIEMENS with proof that he has taken out adequate insurance to cover these risks.
- 9.9 For a period of 11 years after the last delivery, the Supplier shall provide SIEMENS (upon demand) immediately, at the latest within two weeks, with the names of the respective manufacturers, importers, suppliers or subcontractors, provide assistance in cases of legal disputes and, upon SIEMENS' request, immediately provide SIEMENS with all useful evidence for the defense against product liability claims, especially all necessary documentation with regard to production and delivery series, as well as production and delivery schedules.
- 9.10 All installations made and goods delivered by the Supplier must be equipped with the prescribed safety features and must be executed in compliance with applicable safety provisions. In particular, in the event that installations or parts thereof are executed outside of Austria, the Supplier is liable for the compliance with foreign safety standards. The state-of-the-art and the latest technical standards must in any case be complied with. In particular the respective EC-legislation, the Austrian Electrotechnical Act and all regulations based thereon (as amended) as well as the then current ÖVE- or applicable VDE-regulations and the technical regulations contained in ÖNORMS, DIN-Norms, European Norms (EN) and in similar technical norms must be complied with. The Supplier has to attach the respective EC conformity marks on any installations, systems or products delivered to SIEMENS according to relevant Austrian and EC legislation. In addition, the Supplier shall provide SIEMENS with EC declarations of conformity together with respective technical descriptions as well as – if appropriate – accurate erection and installation instructions. Furthermore, the supplier shall duly inform SIEMENS about changes in materials, manufacturing procedures, subcontracted parts and EC declarations of conformity. Furthermore and if the Supplier delivers equipment or other devices, the Supplier shall also supply, to the usual extent required and as necessary for SIEMENS, supply all documentation such as but not limited to assembly schedules, mounting guidelines, processing instructions, operating instructions, maintenance instructions, spare and consumable parts lists, etc. to SIEMENS. Labels are to be attached in German and - upon SIEMENS' request – also in other languages. Operating instructions are to be supplied twofold in German and – upon SIEMENS' request – also in other languages.
- 9.11 Should the need arise, SIEMENS reserves the right to demand proof of and insight into the quality control system and the documentation of the quality tests of the Supplier, and carry out an auditing on the premises of the Supplier at any time. The Supplier will compensate SIEMENS for the cost of the audit if the audit has proven a faulty quality assurance system or insufficient documentation of quality tests.
- 10 MATERIALS PROVIDED BY SIEMENS**
- Materials provided by SIEMENS remain the property of SIEMENS and shall be separately stored, identified and administered free of charge. Upon request by SIEMENS, the receipt thereof shall be confirmed. Such materials shall only be used for the orders of SIEMENS. The Supplier shall compensate SIEMENS for any depreciation or loss of the materials. Any claims for damages by the Supplier against SIEMENS due to a delay in the delivery of such materials as well as the Supplier's right of retention shall be excluded.
- 11 SPECIAL CONDITIONS FOR HARD- AND SOFTWARE DELIVERIES**
- 11.1 Unless otherwise agreed upon in the Order, hard- and software are regarded as a unity. Thus the supplier guarantees that no third party rights are infringed by the agreed upon use of the hard- and software and that no limitations of use exist.
- 11.2 If the Supplier has to deliver software products which have not been developed individually for SIEMENS, the Supplier grants SIEMENS a transferable and non-exclusive right of use. This right of use is not limited in time if payment of a royalty lump-sum has been agreed upon. For software products which have been individually developed for SIEMENS the Supplier grants to SIEMENS a transferable and unlimited license to use the work for all types of use. Unless agreed otherwise, the source code of the software shall also be delivered in the latest version. The Supplier shall also implement the software. Following implementation, the Supplier shall provide deliver a data carrier which can be processed on the systems of SIEMENS in both the source and object code format and the pertaining documentation (contents and structure of the data carrier, program and data flowcharts, test procedures, test programs, error correction etc.). Apart from this documentation, the Supplier shall provide SIEMENS with a comprehensive written user documentation in German language and in sufficient quantity.
- 11.3 Software individually developed for SIEMENS is considered as accepted if the software has operated satisfactorily and without any error messages according to the agreed specification in a royalty-free trial operation for at least 4 weeks. In case of doubt the mentioned period commences with the commercial use of the software by SIEMENS or by the end customer of SIEMENS, whichever comes last.
- 11.4 For software products without entitlement to individual fault correction the Supplier is obliged to provide SIEMENS with existing fault corrections ("Updates") free of charge within

the warranty period. Furthermore the Supplier shall offer SIEMENS maintenance of the delivered software for at least 5 years from the date of acceptance at market prices. Within the warranty period any fees and other payments relating to maintenance and service for the delivered software shall be reasonably reduced.

12 DRAWINGS, TOOLS, AUXILIARY DEVICES

- 12.1 Drawings and technical calculations shall, to the extent necessary, be delivered by the Supplier free of charge. Any tools, forms, samples, models, profiles, drawings, norm sheets, printing proofs, measuring devices etc., supplied by SIEMENS for the execution of the Order, shall remain property of SIEMENS and – as well as the products manufactured in accordance therewith – may neither be passed on to third parties without written consent of SIEMENS nor may they be used for any purpose other than for the performance of the contract. Tools, forms etc., which have been manufactured at the expense of SIEMENS shall become its property upon payment.
- 12.2 All such devices and auxiliary materials in the widest sense shall be appropriately marked as property of SIEMENS, secured against unauthorized inspection or use and, if necessary, maintained or repaired. They shall be returned either upon execution or cancellation of the Order. Notwithstanding any further rights SIEMENS may also request the return of such devices, if the supplier violates these obligations or experiences production difficulties. Any right of retention by the Supplier is excluded.

13 PLACE OF PERFORMANCE, APPLICABLE LAW, JURISDICTION, PROSECUTION

- 13.1 The place of performance for deliveries or services shall be the Place of Designation stated in the Order. For payments the place of performance shall be the seat of the Purchaser.
- 13.2 This agreement shall be governed by Austrian law, with the exception of such legal provisions which refer to the law of other countries. The application of the rules of the United Nations Convention on Contracts for the International Sale of Goods shall in any case be excluded.
- 13.3 Any disputes arising under the contract, including litigation over the existence or non-existence thereof, shall fall within the exclusive jurisdiction of the competent court of the Bezirksgericht Innere Stadt Wien. However, SIEMENS shall be entitled to bring an action against the Supplier before any other competent court – i.e. SIEMENS' place of general jurisdiction. In any case the Supplier shall reimburse SIEMENS for its costs of legal proceedings, in particular for its attorneys' fees as well as for any pre-trial expenses.
- 13.4 Should individual provisions be invalid the validity of the other provisions of these General Conditions of Purchase shall not be affected.

14 CONFIDENTIALITY, DATA PROTECTION

- 14.1 The Supplier undertakes to keep all information concerning SIEMENS or the subject of the Order which he has obtained in connection with the Order confidential, to the extent, it is not generally known or he has not obtained such knowledge in another legitimate manner. Furthermore the Supplier shall keep confidential the results or partial results

obtained by him through the execution of the Order and shall use them exclusively for the performance of the Order. In case the Supplier needs to disclose any such confidential information to a third party for the performance of the Order, he may only do so after any such third party has contractually committed itself to at least the same degree of confidentiality.

- 14.2 This shall also apply to personal data, information according to Par. 38 Banking Act (BWG) or Par. 48a Stock Exchange Act (BörseG), with respect to SIEMENS or third parties obtained by the Supplier in the course of this Order. The Supplier shall, in particular, protect such information from access by third parties, comply with Par. 15 Data Protection Act (DSG) and commit his employees concerned therewith to a corresponding confidentiality.
- 14.3 In principal the data of the Supplier (company, address, telephone-, fax number, any other information required for addressing with modern telecommunication tools, locations, contact persons, ordered goods, and delivery quantity) of the respective business transaction are automatically processed only for the execution of the contract, in particular for administration and calculation purposes. For technical reasons it may be necessary to store these data on servers of an affiliate within the SIEMENS group.
- 14.4 The Supplier gives his express consent that the data from this business transaction gathered according to 14.3 may be processed to other affiliated companies which are listed in the current business report of SIEMENS AKTIENGESELLSCHAFT ÖSTERREICH, which can be obtained at www.siemens.at, especially to Siemens AG, Berlin and Munich, for information purposes (e. g. purchase pooling), and within the scope of the Siemens group's reporting duties for statistical purposes and risk management purposes and that these companies as well as SIEMENS may send him information on product services in writing or by e-mail or in a different way (e. g. by phone). Such consent can be withdrawn at any time in writing or by e-mail.

15 INFORMATION, DECLARATION OF MATERIALS, DISPOSAL, PACKING

- 15.1 Notwithstanding any legal information duties, the Supplier shall provide SIEMENS with all necessary and useful information concerning the goods to be delivered/the services to be rendered, in particular information concerning a proper storage as well as Safety Data Sheets according to Regulations 91/155/EEC and 93/112/EC. In addition, the Supplier shall advert SIEMENS to the possibility of dangerous waste or oil residues arising from the goods delivered by him and shall, in particular, advise SIEMENS on all possibilities of waste disposal. Upon request by SIEMENS, the Supplier shall take back free of charge any waste resulting from the intended use of the delivered goods or similar products defined as such in the applicable Austrian Waste Disposal Act (Abfallwirtschaftsgesetz), as amended. Such obligation shall be limited, however, to the amount delivered by the Supplier to SIEMENS. Should the Supplier refuse to accept such waste or should he not be able to

accept the waste, SIEMENS shall be entitled to dispose of it at the Supplier's expense.

- 15.2 The Supplier guarantees that all deliveries carried out in accordance with the Order are ROHS – compliant and therefore in conformity with all existing limits in accordance with the *EC - Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment* (Directive 2002/95/EC) at the time of delivery. In case the deliveries do not comply with this EC – Directive and/or the relevant limits, the Supplier shall – without prejudice to possible warranty claims by SIEMENS – indemnify and hold SIEMENS harmless from any damages incurred by any such non-compliance.
- 15.3 All transport-, sales- and service packing of domestic supplies to SIEMENS have to be disposed of by the Supplier exclusively through the Altstoff Recycling Austria AG (“ARA AG”). The Supplier shall indemnify SIEMENS against all claims and all costs arising from a lack of disposal or from a waste disposal by a collecting and disposing system other than that of ARA AG.

16 LEGAL SUCCESSION

SIEMENS is entitled to assign its rights and obligations arising from the contract with the Supplier to affiliates within the SIEMENS group. The Supplier has no right to cancel the contract for reasons of such assignment.